

# **ROUTINE SERVICES, TASKS, AND FREQUENCIES**

## **CUSTODIAL SERVICES FOR THE STATE OF ALABAMA JUDICIAL BUILDING**

### **I. OFFICE AREAS**

#### **THREE (3) NIGHTS PER WEEK**

##### **NIGHTLY**

- A. WASTEBASKETS AND TRASH CONTAINERS:** Wastepaper containers and other waste receptacles will be emptied and returned to original locations. Plastic liners will be furnished as needed, if requested. All waste will be collected and removed to a central waste disposal area.
- B. ASHTRAYS:** All ashtrays are to be emptied and wiped clean and dry. All adherents are to be removed as they accumulate daily. Water urns (if any) are to be emptied, cleaned, and filled with fresh water. Sand urns (if any) are to be cleaned and the sand sifted. Fresh sand will be used as needed, with sand to be furnished the UJS.
- C. DESKS, CHAIRS, AND FILE CABINETS:** Desks will be thoroughly dusted on all horizontal surfaces, and wood desktops are to be dusted with soft, treated dust cloths. Vinyl, Formica, and glass tops may be dusted with a treated or damp cloth. Bottle and cup rings and/or any other spillage are to be cleaned as needed. Services to desktops will of necessity be limited to those tops, which are reasonably clear of work papers. Desktops that are heavily laden with papers are to be dusted only in the exposed areas. Chairs will be dusted on all horizontal surfaces. Fabric-upholstered seats and arms and side chairs are to be spot whisked. All chairs are to be replaced in original positions to maintain an overall orderly and neat appearance.
- D. GENERAL DUSTING:** The following surfaces and items will be hand dusted, using a treated cloth or, when needed, a damp cloth: miscellaneous cabinets, window sills, coat racks, ledges and shelves under six feet, telephones, and other desktop accouterments. NOTE: Handling of desktop personal effects, such as vases and other decorations, will be held to a minimum. Glass-top desks will be damp wiped and polished.
- E. CARPETS:** Carpets will be vacuumed in traffic lanes and around desks, with particular attention given to knee-well areas.
- F. WALLS:** Wall surfaces around light switches; handrails, doorknobs, and other heavy traffic areas are to be spot cleaned as needed.

- G. **TILE FLOORS:** All tile floor areas are to be dust mopped with chemically treated dust mops. Spills and stains are to be spot mopped on a daily basis.
- H. **GLASS PARTITIONS:** Interoffice glass panels are to be spot cleaned to remove fingerprints and smudges.

#### WEEKLY

- A. **TELEPHONES:** Phones are to be damp wiped with a disinfectant solution.
- B. **CARPETS:** All carpeted floor areas are to be thoroughly vacuumed. Accessory tools will be used in hard-to-reach areas. Operator will exercise care to ensure that vacuum does not bump or mar furniture. Spot cleaning is to be performed as needed to remove spillage.
- C. **PICTURES:** All wall pictures and other wall adornments are to be dusted.
- D. **BASEBOARDS AND LOW VENTS:** Baseboards and low vents are to be dusted.
- E. **VERTICAL FURNITURE SURFACES:** Sides of desks, credenzas, and other furniture are to be dusted with a treated cloth.

#### MONTHLY

- A. **HIGH DUSTING:** Ceiling vents, air duct vents, and ledges above six feet are to be thoroughly dusted. Either treated cloths, soft dust cloths, or vacuums may be used for this operation.
- B. **UPHOLSTERED FURNITURE:** All upholstered furniture will be vacuumed with proper attachments designed for this purpose.
- C. **BLINDS:** Blinds will be thoroughly dusted on front and back using a treated cloth or when needed, a damp cloth.

#### ANNUALLY

- A. **DRAPES:** Drapes will be vacuumed.

## II. **CORRIDORS AND LOBBIES**

#### NIGHTLY

- A. **WASTEBASKETS AND TRASH CONTAINERS:** Wastepaper containers and other waste receptacles will be emptied and returned to original locations. Plastic liners will be furnished as needed, if requested. All waste will be collected and removed to a central waste disposal area.

- B. **ASHTRAYS:** All ashtrays are to be emptied and wiped clean and dry. All adherents are to be removed as they accumulate daily. Water urns (if any) are to be emptied, cleaned, and filled with fresh water. Sand urns (if any) are to be cleaned and the sand sifted. Fresh sand will be used as needed, with sand to be furnished the UJS.
- C. **LEDGES AND HANDRAILS:** All ledges, handrails, and other surfaces prone to dust accumulation will be dusted.
- D. **WALLS:** Wall surfaces around light switches; handrails, doorknobs, and other heavy traffic areas are to be spot cleaned as needed.
- E. **WATER FOUNTAINS:** To ensure a clean, healthful condition at water fountains, the dispensing area and bowls are to be washed with a disinfectant solution and dry shined. The sides of the metal housing will be damp wiped to remove streaks and runs.
- F. **ENTRANCE AREAS:** All glass doors are to be cleaned on both sides. Side panels are to be spot cleaned as needed and will be cleaned completely once a week.
- G. **FLOORS:** Carpeted floors are to be thoroughly vacuumed. Tile or terrazzo areas will be dust mopped with a specially treated mopping tool. During inclement weather, tile or other hard surface floors will be damp mopped around entryways as needed.
- H. **ENTRANCE MATS:** Fabric-coated entrance mats are to be vacuumed. Rubber or vinyl mats are to be swept or brushed, as the situation warrants.
- I. **DIRECTORY GLASS:** This area, usually one of the first items a visitor will see, will be cleaned and dry shined.

#### **MONTHLY**

- A. **HIGH DUSTING AND CLEANING:** All high ledges, doorframes, etc., will be dusted.

### **III. RESTROOMS – Public restrooms will be inspected at least twice daily and cleaned as needed.**

#### **NIGHTLY**

- A. **COMMODOES AND URINALS:** Commodes and urinals will be cleaned thoroughly. Seats will be cleaned on both top and bottom. This work will be performed using an acceptable non-pungent germicidal disinfectant solution. Bright metal parts are to be dry shined.
- B. **WASHBASINS:** Washbasins will be cleaned and dried inside and outside. Bright metal parts will be dry-shined.



- C. **WASTE RECEPTACLES:** All waste receptacles will be emptied and interiors wiped out. Sanitary napkin waste disposal containers will be emptied, sprayed with an approved disinfectant spray, and wiped dry. The contents of these containers will be emptied into special carryout containers for removal from the premises.
- D. **PAPER PRODUCTS:** Toilet tissue, paper and/or cloth hand towels, facial tissues, liquid hand soap or bar soap, and sanitary napkins will be installed by the cleaner. It will be the Contractor's responsibility to assist the Customer in keeping an accurate inventory of these items. All dispensing units will be kept clean.
- E. **MIRRORS:** Mirrors will be cleaned and dry shined.
- F. **WALLS:** Walls will be spot cleaned to remove water splashes and runs, soap splashes, fingerprints, and smudges. Tex-Wall wall covering will be cleaned according to manufacturer's specifications.
- G. **STALL PARTITIONS:** The tops of all partitions will be dusted. Partition walls will be spot cleaned with a detergent disinfectant solution. Stainless steel partition walls will be kept free of hand prints and water spots by using the appropriate cleaning agent and technique.
- H. **FLOORS:** Loose paper and debris will be swept from floors. Floors will be wet mopped with a detergent disinfectant solution, using a scraper or steel wool pad for stains or adherents.
- I. **AIR-FRESHENERS:** Air-freshener products will be replaced or added to as needed on a daily basis. They will be furnished by the UJS.

#### **MONTHLY**

- A. **FLOORS:** Floors will be machine scrubbed with a detergent disinfectant solution and rinsed thoroughly.
- B. **LAVATORY WALLS AND STALL DIVIDERS:** All tile walls and stall dividers will be cleaned and disinfected.
- C. **HIGH DUSTING:** Ceilings, ceiling vents, and walls will be dusted.

#### **IV. BREAKROOMS**

##### **NIGHTLY**

- A. **TRASH:** Empty Trash containers and damp wipe outside of containers.
- B. **COUNTER TOPS, TABLES, AND CHAIRS:** All counter tops, tables, and chairs are to be damp wiped.

- C. **MICROWAVES:** Clean all microwaves inside and outside.
- D. **VENDING MACHINES:** Damp wipe exterior of all vending machines.
- E. **FLOORS:** Sweep Floors and damp mop.

**V. STAIRWELLS**

**NIGHTLY**

- A. **STEPS AND LANDINGS:** Ceremonial steps and landings will be polished and/or spot swept or vacuumed.
- B. **LEDGES AND BANISTERS:** All ledges and banisters will be dusted.

**WEEKLY**

- A. **STEPS AND LANDINGS:** All steps and landings will be thoroughly vacuumed or swept.
- B. **STAIR TREADS:** Stair treads will be wet mopped and risers' spot cleaned to remove shoe polish scuffs.

**VI. ELEVATOR CLEANING**

**NIGHTLY**

- A. **CARPET AND TILE FLOORS:** Floors will be vacuumed or swept and mopped on a daily basis. The saddle will be cleaned to remove debris.
- B. **WALLS:** All walls, glass, and doors will be spot cleaned and wiped with treated cloths. Stainless steel will be cleaned with approved cleaner.

**WEEKLY**

- A. **WALLS:** Walls, glass, interior doors, exterior doors, and trim will be thoroughly cleaned.
- B. **DOOR SADDLES:** Saddles will be wet cleaned.

**VII. BALCONY CLEANING**

**DAILY**

- A. **BALCONY:** Balcony will be inspected and left free of debris.

## **VIII. FRONT STEPS, TERRACE, MAIN VESTIBULE, AND SIDEWALKS ADJACENT TO THE BUILDING**

These areas will be inspected twice daily. All trash will be picked up. The areas will be maintained by sweeping, hosing off, or washing with soap and water, whichever is appropriate.

## **IX. MISCELLANEOUS**

- A. LIGHTS:** Lights will be turned off as each area is completed, except for designated security lights.
- B. DOORS:** Doors will be locked upon entering the area and double-checked upon completion of duties.
- C. MAINTENANCE DEFICIENCIES:** Any building maintenance or repair problems that the contractor's workers note will be reported on a daily basis to the Customer's designated representative.
- D. HOUSEKEEPING CLOSETS:** Workers' closets will be neat and orderly, reflecting a professional approach to business.
- E. KEY SECURITY:** All keys will be assigned a coded number and secured in a key box.
- F. PARKING DECK:** The parking decks will be cleaned monthly. They will be inspected daily and any trash removed.

## **X. SUPPLIES AND EQUIPMENT**

The Contractor will furnish all housekeeping supplies and equipment necessary to perform the above work. Restroom supplies (paper towels, toilet tissue, toilet seat covers, hand soap, deodorants, or plastic liners) will be provided by the Customer, or provided by the Contractor at an additional charge.



# **General Terms and Conditions**

## **1. Definitions:**

**Contract** – The entire written agreement between the parties including, but not limited to, the Invitation for Bid or Request for Proposal and its specifications, terms, and conditions, solicitation instructions, solicitation addenda, contractor's offer, the contract document, and contract amendments if any, including, without limitations, these General Terms and Conditions and the purchase order or agreement document excluding correspondence of any type unless specifically accepted by both parties in writing.

**Contractor** – A person, company, corporation, organization or other legal entity with whom the UJS has executed a Contract.

**UJS** – The Unified Judicial System – a division of the State of Alabama.

## **2. Applicability of General Terms and Conditions:**

These terms are in addition to the terms and conditions set forth in any solicitation document and/or purchase agreement and should be read in conjunction with the same unless the document indicates otherwise. To the extent that Contractor terms and conditions conflict with these UJS of Alabama General Terms and Conditions, the latter shall control. Either party's failure to insist upon the performance of any provision of these General Terms and Conditions shall not be construed as a waiver of that party's present or future right to such performance and each party's obligation in respect thereto shall continue in full force and effect.

## **3. Contract Provisions by Reference:**

It is mutually agreed by and between the UJS and the Contractor that the UJS's acceptance of the Contractor's offer by the issuance of a Purchase Order, or Contract shall create an agreement between the parties thereto containing the following: All specifications, terms and conditions in the solicitation document except as amended in the contract; The provision of the awarded contract to include all terms, special conditions, specifications, and the Contractor's offer; and The General Terms and Conditions.

Unless otherwise specified, in the event of any conflicts, the documents shall control in the following order:

- 1) the written contract or purchase order;
- 2) contractor's exceptions, if expressly accepted by UJS;
- 3) the RFP, bid or other solicitation document;
- 4) The General Terms and Conditions;
- 5) Contractor's offer

## **4. Governing Law and Dispute Resolution:**

Contracts with the UJS shall be governed and construed in accordance with the laws of the State of Alabama. Any claim, between the UJS and the Contractor that arises from or relates to any Contract between the parties shall be brought before the State of Alabama Board of Adjustment.

## **5. Indemnification:**

The Contractor shall indemnify, hold and save harmless the UJS, its affiliates and subsidiaries and their trustees, officers, agents, and employees from losses, claims, suits, actions, expenses, damages, costs (including attorney fees of attorneys of the UJS's choice and court costs) expenses, all liability of any nature or kind arising out of or relating to the Contractor's performance hereunder. This clause shall survive the termination of any contract.

## **6. Insurance**

The Contractor shall procure and maintain, at its expense, the minimum insurance coverages required by the State of Alabama.

## **7. Termination for Convenience**

The UJS reserves the right to terminate any contract at any time, in whole or in part, by thirty (30) day written notice to Contractor. Upon receipt by the Contractor of the "notice of termination", the Contractor shall discontinue all services

with respect to the applicable contract. The UJS, after deducting any amount(s) previously paid, shall pay for all services rendered or goods supplied by the Contractor, as well as any reasonable costs incurred by Contractor up to the time of termination but not including Contractor's loss of profit. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

#### **8. Termination for Non-performance**

The UJS may terminate the resulting contract for non-performance, as determined by the UJS, for such causes as: Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the UJS is not in its best interest, or failure to comply with the terms of Contract; and

Failing to perform within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained.

#### Demand for Assurances

In the event the UJS has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

#### Notification

The UJS will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the UJS's satisfaction within ten (10) calendar days, the UJS may terminate the contract by giving thirty (30) days notice, by registered or certified mail, of its intent to cancel this contract.

#### **9. Cancellation for Lack of Funding**

Contract may be cancelled without further obligation on the part of the UJS in the event that sufficient, appropriated funding is unavailable to assure full performance of its terms. The Contractor shall be notified in writing of such non-appropriation at the earliest opportunity.

#### **10. Attorney's Fees:**

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the UJS prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

#### **11. Compensable Damages for Breach:**

The Contractor agrees that the following items shall be included as compensable damages for any breach of a contract with the UJS.

- Replacement costs.
- Cost of repeating the competitive bidding procedure.
- Expenses incurred as the result of delay in obtaining replacements.

The enumeration of compensable damage contained in this section is not intended to be exclusive and will not operate to bar recovery by the UJS for any other damages occasioned by the Contractor's breach of a contract. However, in cases where contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.

#### **12. Assignment and Subcontracting:**

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the UJS. Any attempted assignment or subcontracting shall be void.

#### **13. Contractor's Responsibility in Performing Work:**

The Contractor is solely responsible for the fulfillment of the contract with the UJS.



Contractor and its agents, subcontractors, and representatives shall be independent contractors and not act as agents of the UJS. All persons furnished or retained by Contractor in connection with any contract shall be considered employees or agents of the Contractor.

Contractor shall control all employee conduct while on the UJS's premises. Any employee under the influence of alcohol or controlled substances, other than prescription medications, shall not be allowed on the premises of the UJS and shall be permanently dismissed from the UJS site. Further, offensive language, sexual or other types of harassment of students, employees or visitors to the UJS could result in immediate and permanent dismissal of the offending person(s) from the UJS site.

Contractor shall ensure that its employees abide by UJS policies and regulations concerning behavior and conduct on UJS premises.

**14. Additions, Deletions or Contract Changes:**

The UJS reserves the right to add, delete, or change related items or services to any contract. No modification or change of any contract provision shall be made, unless such modification is mutually agreed to in writing by the Contractor and the UJS, and incorporated as a written modification to the contract. Memoranda of Understanding and correspondence shall not be interpreted as a modification to or part of the contract, unless specifically agreed to by both parties.

**15. Permits, Licenses and Taxes:**

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this contract is performed. The Contractor shall pay any sales, use, personal property, and other taxes arising out of this contract and the transactions contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be the responsibility of the Contractor.

**16. Royalties, Patents, Copyrights and Trademarks:**

The Contractor shall pay all applicable royalties and license fees. If a particular process, product or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the UJS harmless, and defend all suits, claims, losses or damages resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use the UJS's name or any of its trademarks or copyrights, although it may state that it has a Contract with the UJS.

**17. Copyright Ownership and Title to Designs and Copy:**

Contractor and UJS both consider the products and results of the services to be rendered by Contractor to be a work made for hire. Contractor acknowledges and agrees that the work and all rights therein, including, without limitation, copyright, belongs to and shall be the sole and exclusive property of the UJS. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the UJS.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy, and any other tangible or intangible format not stated herein required for completion of the finished product for use in connection with any UJS job shall be the property of and owned by the UJS. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the UJS. In the event that time of return is not specified, Contractor shall return all such items to the appropriate UJS department within one week of delivery.

**18. Name, Symbols, Designs, etc.**

Contractor acknowledges and agrees that The UJS owns the rights to its name and its other names, symbols, designs, and colors, including without limitation, the trademarks, service marks, designs, team names, nicknames, abbreviations, city/state names in the appropriate context, slogans, logo graphics, mascots, seals and other symbols associated with or referring to the UJS that are adopted and used or approved for use by the UJS (collectively the "Indicia"), and that each of the Indicia is valid. Contractor shall not have any right to use any of the Indicia or any similar mark as, or as part of, a trademark, service mark, trade name, fictitious name, domain name, company or corporate name, a commercial or business activity, or advertising or endorsements anywhere in the world without the prior express written consent of the UJS. Any domain name, trademark or service mark registration obtained or applied for that contains the Indicia or any similar mark upon request shall be assigned or transferred to the UJS without compensation.



**19. Proprietary Information, Data Duplication, and Disclosure:**

Contractor agrees that any information disclosed from the UJS to the Contractor in connection with any contract shall be used only in the performance of the contract. Contractor will keep information confidential, will not disclose it to any third party except as authorized by the UJS, and will only disclose it to those within its organization who need to use it in performance of the Contract. Upon completion or termination of this contract, Contractor shall return all such information to the UJS or make such other disposition thereof as may be directed or approved by the UJS.

No item furnished under this contract, or tools, plans, designs or specifications for producing the same which have been specifically designed for by the UJS shall be duplicated or used by Contractor. Upon completion or termination of this contract, Contractor shall return all items, tools, plans, designs or specifications to the UJS or make such other disposition thereof as may be directed by or approved by the UJS.

Contractor agrees that it will not, without prior written approval of the UJS, publicize this contract or disclose, confirm or deny any details thereof to third parties, or use the UJS's name in connection with Contractor's sales promotion or publicity without prior written approval of the UJS.

Nothing in this provision shall restrict Contractor's right to use or disclose any information which is or becomes generally known to the public without breach of this provision by Contractor, or is lawfully obtained without restriction from other sources.

**20. Contractor's Responsibility for Records, Audits and Reports:**

Contractor shall retain all records and documents and shall provide unlimited access, at all reasonable times and upon reasonable notice, to all accounting records and supporting documentation relating to the goods and services furnished during any contract and for a period of five (5) years thereafter, unless required to be retained for a longer period by state or federal statute. The UJS reserves the right to audit such records and employ any auditor the UJS deems appropriate to perform an audit of Contractor's records. Should such audit disclose incorrect billings or improprieties, the UJS reserves the right to charge the Contractor for the cost of the audit and pursue appropriate reimbursement.

Contractor will be responsible for providing line item usage reports to The UJS of Alabama Purchasing Department on a quarterly basis. The UJS reserves the right to request other pertinent reports.

**21. Non-discrimination and Equal Opportunity:**

Contractor is subject to and shall comply with all applicable Federal, state and local laws and regulations governing equal employment opportunity and affirmative action including, but not limited to, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, Executive Order 11246, Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans Adjustment Assistance Act, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990; and all regulations and administrative rules established pursuant to the foregoing laws. Expressly, Contractor shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, age, disability, or veteran status in admission or access to, or treatment of employment in, its programs and services.

**22. Open Records**

Any contract with the UJS, and all related information and documentation may be subject to public disclosure under Alabama Code 36-12-40 and 36-12-41. Contractor is hereby notified that the UJS is governed by this statute and the interpretations thereof rendered by the courts and the Alabama Attorney General. Contractor, to the extent it deems appropriate, is responsible for becoming familiar with this law and assumes the responsibility of protecting any of Contractor's interests that may be effected thereby.

**23. Debarred, Suspended and Ineligible Status:**

Contractor certifies that neither it, nor any of its employees who will provide or perform services under this contract have been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation (FAR 48 C.F.R Ch. 1 Subpart 9.4). Contractor will immediately notify the UJS if the Contractor or any of its employees who will provide or perform services under this contract is placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors.

**24. Conflicts of Interest:**

Contractor affirms that, to the best of Contractor's knowledge, there exist no conflicts of interest between the Contractor and the UJS or its employees as defined by all applicable Code of Alabama and UJS of Alabama ethics and compliance policies and procedures. In the event of change in Contractor's interests, Contractor shall inform the UJS regarding any conflicts of interest that are likely to arise as a result of such change. Contractor hereby represents that it has not participated in any illegal or unethical conduct in connection with the contract. If, at any time, the UJS determines the Contractor is in violation of the foregoing representation, the UJS may cancel the contract upon written notice to the Contractor and the UJS shall have no further obligation to the Contractor.



**25. Disclosure Statement**

If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of the UJS, this information must be included in the Invitation for Bid or Request for Proposal response. Failure to disclose this information in the response may result in the elimination of the proposal from evaluation.

If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of the UJS; and you or your firm is awarded a Contract, then within ten (10) days after the Contract is entered into, you agree to file a copy of that Contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by the UJS furnish evidence of such filing.

By accepting payments agreed to in any Contract with the UJS, Contractor certifies that to its knowledge no UJS employee or official, and no family members of a UJS employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing, to the UJS on the Disclosure Statement of Relationship Between Contractors/Grantees and Employees/Officials of the UJS.

**26. General Warranties:**

Contractor warrants that all goods shall conform to the specifications of the contract and shall be merchantable, free from defects (including defects in design and fit) and suitable for the intended purposes. Contractor further warrants that all services shall conform to the specifications of the contract and shall be performed in a professional and workmanlike manner. These warranties shall remain in effect for at least one year following UJS's acceptance of the goods or services or for the duration of Contractor's standard warranty period if such period exceeds one year. The foregoing warranties are in addition to, and shall not limit, any other warranties or buyer protections that exist by operation of law.

**27. Price Warranty:**

Contractor warrants that the price(s) for the articles or services sold to the UJS hereunder are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar articles or services in similar quantities. In the event Contractor reduces its price(s) for such articles or services during the term of this contract, Contractor agrees to reduce the prices hereof accordingly.

Contractor warrants that prices shown on this contract shall be complete, and no additional charges of any type shall be added without the UJS's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, customs, duties, taxes, storage, insurance, boxing and crating.

**28. Final Inspection and Acceptance:**

The UJS reserves the right to perform inspection and/or expediting of the materials and fabrication thereof at the facility of the Contractor or its suppliers at any reasonable times. All materials and services are subject to final inspection and acceptance by the UJS at destination, notwithstanding any prior payments or inspection at the source. Such final inspection shall take place within thirty (30) days from the date of delivery or installation or completion of services whichever is latest. In addition to other remedies which may be available under law or in equity, the UJS, at its option may return to the Contractor any nonconforming or defective item(s), at no cost to the UJS, and require correction or replacement of the item(s). If the UJS does not require correction or replacement of nonconforming or defective item(s), Contractor shall repay such portion of the contract price or such additional amount as is equitable under the circumstances. The rights of the UJS are in addition to and shall not be limited by Contractor's standard warranties.

**29. Certification Pursuant to Act No. 2006-557**

Code of Alabama 1975 41-4-116 provides that every bid submitted and Contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting and remitting Alabama state and local sales, use and/or lease tax on all taxable sales and leases into Alabama. By accepting a purchase order or Contract, the Contractor is hereby certifying full compliance with Act No. 2006-557; are not barred from bidding or entering into a contract pursuant to 41-4-116; and acknowledge that the UJS may declare the purchase order/Contract void if certification is false.

The furnishing of materials, supplies, equipment, or services to the UJS of Alabama under a purchase order or Contract constitutes assurance by the Contractor of his compliance with applicable provisions of and pertinent regulations promulgated under Executive Order 10925, date March 6, 1961, and Executive Order 11246, issued by the President of the United States of America, and Public Law 88-352, 88th Congress, the "Civil Rights Act of 1964."

Contractor represents and warrants that all articles and services covered by the Contract meet or exceed the Safety Standards established and promulgated under the Federal Law and its regulations in effect or proposed as of this date of Contract.